

PATENT

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

Nuri Ruhi Dagdeviren  
 Serial No.: 09/540,475  
 Filed: March 31, 2000  
 For: PRECODING FOR A NON-LINEAR CODEC  
 Group No.: 2734  
 Examiner: N/A

RECEIVED

FEB 21 2002

Technology Center 2600

Commissioner for Patents  
Washington, D. C. 20231

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 Standard Mail  
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 Deposit of fee (check if applicable)

Sir:

ASSOCIATE POWER OF ATTORNEY

Please recognize:

David H. Hitt, Registration No. 33,182  
 Charles W. Gaines, Registration No. 36,804  
 Glenn W. Boisbrun, Registration No. 39,615  
 Mark E. Kelley, Registration No. 45,857  
 James H. Ortega, Registration No. P50,554  
 Greg H. Parker, Registration No. 44,995  
 Jimmy L. Heisz, Registration No. 38,914  
 James Joel Justiss, Registration No. 48,981  
 Ron J. Corbett, Registration No. 47,500

of Hitt Gaines & Boisbrun, P.C.; P.O. Box 832570, Richardson, Texas 75083 as our associate attorneys in the above-mentioned application, with full power to prosecute said application, to make alterations and amendments therein, and to transact all business in the Patent and Trademark Office connected therewith.

Telephone calls should be made to Glenn W. Boisbrun by dialing (972) 480-8800.

All written communications are to be addressed to Glenn W. Boisbrun of Hitt Gaines & Boisbrun, P.C.; P.O. Box 832570, Richardson, Texas 75083.

Mark A. Kurisko  
Attorney for Applicants  
Registration No. 38,944

Date: 2/1/02

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**AGREEMENT REGARDING  
POWERS OF ATTORNEY**

**by and between**

**LUCENT TECHNOLOGIES INC.**

**and**

**AGERE SYSTEMS INC.**

**Dated as of February 1, 2001**

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**AGREEMENT REGARDING POWERS OF ATTORNEY**

This Agreement is effective as of February 1, 2001 between LUCENT TECHNOLOGIES INC., a Delaware corporation ("LUCENT"), having an office at 600 Mountain Avenue, Murray Hill, New Jersey 07974, United States of America, for itself and on behalf of its Subsidiaries (each and all herein after "LUCENT") and AGERE SYSTEMS INC., a Delaware corporation, with offices at 555 Union Boulevard, Allentown, PA 18109, United States of America ("AGERE").

**WHEREAS**, the Board of Directors of LUCENT has determined that it is in the best interests of LUCENT and its stockholders to separate LUCENT's existing businesses into two independent businesses; and

**WHEREAS**, as part of the foregoing, LUCENT has assigned certain United States and corresponding foreign patents and patent applications to AGERE, which patents and applications were filed in the name of LUCENT and various of its subsidiaries and predecessors, including AT&T Corp., a New York corporation and various of its subsidiaries; and

**WHEREAS**, in order to effect its rights under such patents and to prosecute such patent applications, including recording such assignments, AGERE representatives need Power of Attorney from LUCENT and predecessors of LUCENT.

**THEREFORE**, LUCENT agrees to provide AGERE employees and employees of AGERE affiliated companies with Powers of Attorney in the form attached to act for LUCENT, any of its wholly-owned subsidiaries, and any of such predecessors with respect to such issued patents and pending patent applications in the names of LUCENT, such subsidiaries or any of such predecessors.

AGERE agrees to use such Powers of Attorney only with respect to those certain patents and patent applications which were assigned to AGERE by LUCENT.

**LUCENT TECHNOLOGIES INC.**

By:

  
Daniel P. McCurdy

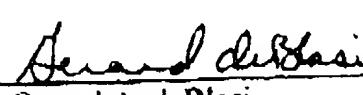
President - Intellectual Property Business

Date:

1/30/01

**AGERE SYSTEMS INC.**

By:

  
Gerard A. deBlasi

Vice President - Law

Date:

1/30/01

02/08/01 09:56

NL

- 0L

**GENERAL APPOINTMENT OF AGENT****And****POWER OF ATTORNEY**

Lucent Technologies Inc., for itself and its subsidiaries, and as successor in interest to  
patents of AT&T Corp. and its subsidiaries, hereby appoints:

Gerard A. deBlasi  
Fred M. Romano  
Scott W. McLellan  
Richard J. Botos  
Marie MacNichol  
Geraldine Monteleone  
Scott Rittman  
Anthony Grillo  
David Smith  
Robert P. Marley  
John Veschi  
Mark Kurisko  
Lea Birnbaum

as agents and attorneys to act on its and on Lucent Technologies Inc.'s behalf before any  
competent National and International Authorities in connection with any and all patents  
and patent applications filed by Lucent Technologies Inc., its wholly-owned subsidiaries  
or its predecessors, or issued or pending in the name of Lucent Technologies Inc., or any  
of its wholly-owned subsidiaries or predecessors, with the power to further appoint  
agents, and grant powers of attorney in connection therewith.

Lucent Technologies Inc.

By: \_\_\_\_\_

  
Daniel P. McCurdy  
President - Intellectual Property Business

Date: \_\_\_\_\_

1/30/01

**EXECUTION COPY**

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**PATENT ASSIGNMENT**

**by and between**

**LUCENT TECHNOLOGIES INC.**

**and**

**AGERE SYSTEMS GUARDIAN CORP.**

**Dated as of January 30, 2001**

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## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment"), effective as of January 30, 2001 (the "Effective Date"), is by and between Lucent Technologies Inc., a Delaware corporation, with offices at 600 Mountain Avenue, Murray Hill, New Jersey 07974, United States of America, ("ASSIGNOR") and Agere Systems Guardian Corp., a Delaware corporation, with offices at 555 Union Boulevard, Allentown, PA 18109, United States of America ("Agere Systems Guardian").

## RECITALS

A. WHEREAS, the Board of Directors of ASSIGNOR has determined that it is in the best interests of ASSIGNOR and its stockholders to separate ASSIGNOR's existing businesses into two independent businesses;

B. WHEREAS, ASSIGNOR presently owns or controls certain patents, patent applications, and invention submissions listed in the attached Appendices A and B (hereinafter "TRANSFERRED PATENTS") and;

C. WHEREAS, in furtherance of the foregoing separation, ASSIGNOR desires to transfer, assign, convey, deliver and vest all of its interests and rights in TRANSFERRED PATENTS for all countries, jurisdictions and political entities of the world, to and in Agere Systems Guardian;

NOW, THEREFORE, in consideration of the premises and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

ASSIGNOR, subject to existing rights and licenses of third parties, does hereby assign, convey, transfer and deliver, and agrees to assign, convey, transfer and deliver to Agere Systems Guardian, its successors, assigns and legal representatives or nominees, ASSIGNOR's entire right, title and interest, for all countries, jurisdictions and political entities of the world, along with the right to sue for past infringement, to all TRANSFERRED PATENTS listed on Appendices A and B, and corresponding counterpart foreign patents and patent applications, with respect to which, and to the extent to which, ASSIGNOR now has or hereafter acquires the right to so assign, convey, transfer and deliver. Agere Systems Guardian recognizes that ASSIGNOR holds only bare legal title to the TRANSFERRED PATENTS listed in Appendix A (which lists the United States Patents and patent applications previously exclusively licensed to Lucent Technologies Microelectronics Guardian Corp.).

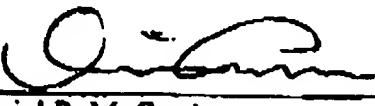
ASSIGNOR and ASSIGNEE recognize that the patents listed in Appendices A and B may inadvertently include patents that are owned by various subsidiaries of ASSIGNOR, including Agere, Inc., Ortel Corporation, Optimay Corporation, Herrmann Technology, Inc., and Enable Semiconductor, Inc. Ownership of such patents shall not be affected by this Patent

Assignment, and ASSIGNEE agrees that any such patents shall be deemed deleted from Appendices A and B.

ASSIGNOR agrees that, upon request it will, at any time without charge to Agere Systems Guardian, but at Agere Systems Guardian's expense, furnish all necessary documentation relating to or supporting chain of title, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for vesting title to TRANSFERRED PATENTS in Agere Systems Guardian, its successors, assigns and legal representatives or nominees; including but not limited to any acts which may be necessary, desirable or convenient for claiming said rights and for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in Agere Systems Guardian and its respective successors, assigns and legal representatives or nominees.

IN WITNESS WHEREOF, the parties have caused this PATENT ASSIGNMENT to be executed by their duly authorized representatives as of the Effective Date.

LUCENT TECHNOLOGIES INC.

By: 

Daniel P. McCurdy  
President, Intellectual Property Business

AGERE SYSTEMS GUARDIAN CORP.

By: 

Fred M. Romano  
President

Execution Copy

ACKNOWLEDGMENTS

STATE OF NEW JERSEY )

ss:

COUNTY OF SOMERSET )

I CERTIFY that on January 30, 2001, Daniel P. McCurdy personally came before me and this person acknowledged under oath, to my satisfaction that:

- a.) this person signed, sealed and delivered the attached Patent Assignment as President - Intellectual Property Business of Lucent Technologies Inc.; and
- b.) this Patent Assignment was signed and made by Lucent Technologies Inc. as its voluntary act and deed by virtue of authority from its Board of Directors.

Name **TAMORA ANNE HANNA**  
 Notary Public **Notary Public of New Jersey**  
 My Commission Expired **Registered in Hunterdon County**  
 [Notarial Seal] **My Commission Expires March 25, 2002**

STATE OF FLORIDA )

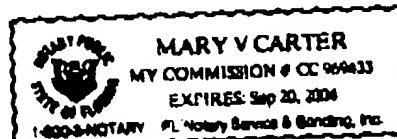
ss:

COUNTY OF ORANGE )

I CERTIFY that on January 31, 2001, Fred M. Romano personally came before me and this person acknowledged under oath, to my satisfaction that:

- a.) this person signed, sealed and delivered the attached Patent Assignment as Vice President of Agere Systems Guardian Corp.; and
- b.) this Patent Assignment was signed and made by Agere Systems Guardian Corp. as its voluntary act and deed by virtue of authority from its Board of Directors.

Name **MARY V CARTER**  
 Notary Public  
 My Commission Expires:  
 [Notarial Seal]



**APPENDIX B (continued)**  
**Transferred Patents**

Case Name	Filing Date	Issue Date	Patent No.	Serial No.
Curtin 14	5/10/2000			09/568017
Curtin 15	5/18/2000			09/573393
Curtin 2	3/2/1998	8/8/2000	09/034158	6101469
Curtin 4	9/10/1998		09/150582	
Curtin 7	3/26/1999	8/1/2000	6097285	09/277317
Curtin 8	5/28/1999			09/322238
Curtin 9	6/16/2000			09/595242
Cuthbert 16-4	9/29/1997		08/939422	
Cuthbert 20	7/19/1999			09/356638
Cuthbert 21-3	9/30/1999			09/409115
Cwynar 8-26-1-6-2	1/18/2000			09/484310
Dabbagh 2-7-8-20	8/15/2000		09/640329	
Dacy 1-3	3/5/1999			09/263173
Dagdeviren 14	1/30/1998		09/015568	
→ Dagdeviren 18	3/31/2000			09/540475
Dagdeviren 19	12/9/1999			60/169961
Dagdeviren 20	7/21/2000		09/621116	
Dagdeviren 21	7/21/2000		09/620938	
Dale 1-1	10/12/1999			09/416625
Dang 1-13-1	9/11/1998		09/151659	
Dangelmayer 3-16-1	10/14/1999			09/417509
D'Arcy 12-1-13-2-5-1	12/2/1998			09/203842
D'Arcy 2-1-1-1	12/16/1997		08/997117	
D'Asaro 23-28-5-2-21	12/13/1995	4/11/2000	6048751	
Dautartas 46-33-41-33-18	6/16/1999			09/334262
Dautartas 49-41-8-49-24-5	7/29/1999			09/362692
Dautartas 50	6/4/1999			09/326200
Dautartas 53-16	6/9/1999			09/327793
Dautartas 54	6/30/1999			09/343286
Davies 7-3	4/2/1999			09/285920
Davis 11-16-8	9/13/1999			09/394097
Davis 21	7/26/2000		09/625871	
Davis 22	7/26/2000		09/626221	
Davis 5-2-7-18-3	4/10/1998		09/058203	
Davis 6-9-5	9/13/1999			09/394096
Davison 3-5-18	8/18/2000		09/641899	
Day 1	9/16/1999			09/397449
Day 2	9/15/1999			09/397632
Dayal 1-6-2	5/11/1998		09/075065	
Dayal 4	2/16/2000			09/504749
Dayoub 1-1-2-1	8/12/1999			09/372859
DeBusk 1	9/5/1997		08/924268	
DeBusk 3-9-57-1	12/2/1998			09/205414
DeBusk 4-1	1/13/1999			60/115768
DeBusk 5	6/2/1999			09/324696
DeBusk 6	7/9/1999			09/350589
Decker 12-30	11/23/1998			09/197619
Decker 1-2-6	8/19/1998		09/138741	
Decker 7-24	10/16/1998	8/29/2000	6110576	09/173502
DeFelice 1-1-2	1/21/1999			09/235011
Degani 12-8-25	9/3/1992	6/20/2000	6077725	
Degani 33-22-11	5/14/1997		08/855667	
Degani 42-26-58	5/19/1998		09/081448	
Degani 43-20-3	7/21/1998		09/120148	
Degani 44-28-21-59	9/8/1998		09/149804	
Degani 45-30-22-60	9/8/1998		09/149803	
Degani 46-4	10/14/1998			09/172467
Degani 47-9	1/28/1999	6/13/2000	6074897	09/238706
Degani 49-32-24	7/1/1999			09/346100
Degani 52-34-67	10/22/1999			09/425706